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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendants

Hoegger Food Technology, Inc., sued and served as Doe 3; and

Provisur Technologies, Inc. sued and served as Doe 2

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARIA SOTO,

Plaintiff,

vs.

CLOUGHERTY PACKING, LLC AND
DOING BUSINESS AS FARMER JOHN;
DOE MEAT PRESSER MACHINE
MANUFACTURER; DOE MEAT
PRESSER MACHINE MAINTENANCE
COMPANY AND DOES 1-100
INCLUSIVE,

Defendants.

CASE NO.: 2:23-cv-04665 JFW (JPRx)

(Removed from Los Angeles County
Superior Court - Case No.
22STCV19273)

DISCOVERY MATTER TO:
Magistrate Judge Jean P. Rosenbluth

**STIPULATED PROTECTIVE
ORDER**

Action Filed: June 13, 2022

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter

1 the following Stipulated Protective Order. The parties acknowledge that this Order
2 does not confer blanket protections on all disclosures or responses to discovery
3 and that the protection it affords from public disclosure and use extends only to the
4 limited information or items that are entitled to confidential treatment under the
5 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
6 below, that this Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
8 and the standards that will be applied when a party seeks permission from the court to file
9 material under seal.

10 1.2 GOOD CAUSE STATEMENT

11 This action is likely to involve trade secrets and confidential design and
12 manufacturing documents and other valuable research, development, commercial,
13 financial, technical and/or proprietary information for which special protection from public
14 disclosure and from use for any purpose other than prosecution of this action may be
15 warranted. Such confidential and proprietary materials and information may consist of,
16 among other things, confidential business or financial information, information regarding
17 product designs and manufacturing, or other confidential research, development, or
18 commercial information (including information implicating privacy rights of third parties),
19 information otherwise generally unavailable to the public, or which may be privileged or
20 otherwise protected from disclosure under state or federal statutes, court rules, case
21 decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
22 the prompt resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the parties
24 are permitted reasonable necessary uses of such material in preparation for and in the
25 conduct of trial, to address their handling at the end of the litigation, and serve the ends of
26 justice, a protective order for such information is justified in this matter. It is the intent of
27 the parties that information will not be designated as confidential for tactical reasons and
28 that nothing be so designated without a good faith belief that it has been maintained in a

1 confidential, non-public manner, and there is good cause why it should not be part of the
2 public record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: The pending federal lawsuit captioned above and entitled *Maria Soto*
5 *vs. Clougherty Packing, LLC, et al.*, Case No. 2:23-cv-04665.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
9 it is generated, stored or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
11 Statement.

12 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
13 support staff).

14 2.5 Designating Party: a Party or Non-Party that designates information or items
15 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including, among other
18 things, testimony, transcripts, and tangible things), that are produced or generated in
19 disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action or an
24 affiliate thereof. House Counsel does not include Outside Counsel of Record or any
25 other outside counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or other
27 legal entity not named as a Party to this action.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this

1 Action but are retained to represent or advise a party to this Action and have appeared in
 2 this Action on behalf of that party or are affiliated with a law firm which has appeared on
 3 behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,
 5 employees, consultants, retained experts, and Outside Counsel of Record (and their support
 6 staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure of
 8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
 10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 11 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 12 their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is designated
 14 as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
 16 a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only
 19 Protected Material (as defined above), but also (1) any information copied or
 20 extracted from Protected Material; (2) all copies, excerpts summaries, or compilations of
 21 Protected Material; and (3) any testimony, conversations, or presentations by Parties
 22 or their Counsel that might reveal Protected Material. Any use of Protected Material at
 23 trial shall be governed by the orders of the trial judge. This Order does not govern the use
 24 of Protected Material at trial.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations imposed
 27 by this Order shall remain in effect until a Designating Party agrees otherwise in
 28 writing or a court order otherwise directs. Final disposition shall be deemed to be the

1 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
2 and (2) final judgment herein after the completion and exhaustion of all appeals,
3 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
4 any motions or applications for extension of time pursuant to applicable law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material, documents, items, or
12 communications for which protection is not warranted are not swept unjustifiably within
13 the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been made for an
15 improper purpose (e.g., to unnecessarily encumber the case development process or to
16 impose unnecessary expenses and burdens on other parties) may expose the Designating
17 Party to sanctions. If it comes to a Designating Party's attention that information or items
18 that it designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
22 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
23 must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but
26 excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
 2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
 3 the margins). A Party or Non-Party that makes original documents available for inspection
 4 need not designate them for protection until after the inspecting Party has indicated which
 5 documents it would like copied and produced. During the inspection and before the
 6 designation, all of the material made available for inspection shall be deemed
 7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 8 copied and produced, the Producing Party must determine which documents, or portions
 9 thereof, qualify for protection under this Order. Then, before producing the specified
 10 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
 11 that contains Protected Material. If only a portion or portions of the material on a page
 12 qualifies for protection, the Producing Party also must clearly identify the protected
 13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the
 15 Disclosure or Discovery Material on the record, before the close of the deposition
 16 all protected testimony.

17 (c) for information produced in some form other than documentary and for any
 18 other tangible items, that the Producing Party affix in a prominent place on the exterior
 19 of the container or containers in which the information is stored the legend
 20 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 21 protection, the Producing Party, to the extent practicable, shall identify the protected
 22 portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 24 failure to designate qualified information or items does not, standing alone, waive the
 25 Designating Party’s right to secure protection under this Order for such material. Upon
 26 timely correction of a designation, the Receiving Party must make reasonable efforts to
 27 assure that the material is treated in accordance with the provisions of this Order.

28 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's Scheduling
3 Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37.1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
8 harass or impose unnecessary expenses and burdens on other parties) may expose the
9 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
10 confidentiality designation, all parties shall continue to afford the material in question the
11 level of protection to which it is entitled under the Producing Party's designation until the
12 Court rules on the challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 A Receiving Party may use Protected Material that is disclosed or produced
15 by another Party or by a Non-Party in connection with this Action only for prosecuting,
16 defending, or attempting to settle this Action. Such Protected Material may be disclosed
17 only to the categories of persons and under the conditions described in this Order. When
18 the Action has been terminated, a Receiving Party must comply with the provisions of
19 section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a location
21 and in a secure manner that ensures that access is limited to the persons authorized under
22 this Order.

23 7.2 Unless otherwise ordered by the court or permitted in writing by the
24 Designating Party, a Receiving Party may disclose any information or item designated
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
27 employees of said Outside Counsel of Record to whom it is reasonably necessary to
28 disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions or appointed by the Court.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall
3 include a copy of the subpoena or court order unless prohibited by law;

4 (b) promptly notify in writing the party who caused the subpoena or order to issue
5 in the other litigation that some or all of the material covered by the subpoena or
6 order is subject to this Protective Order. Such notification shall include a copy of this
7 Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by
9 the Designating Party whose Protected Material may be affected. If the Designating Party
10 timely seeks a protective order, the Party served with the subpoena or court order shall
11 not produce any information designated in this action as “CONFIDENTIAL” before a
12 determination by the court from which the subpoena or order issued, unless the Party
13 has obtained the Designating Party’s permission. The Designating Party shall bear the
14 burden and expense of seeking protection in that court of its confidential material and
15 nothing in these provisions should be construed as authorizing or encouraging a Receiving
16 Party in this Action to disobey a lawful directive from another court.

17 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 (a) The terms of this Order are applicable to information produced by a Non-Party
20 in this Action and designated as “CONFIDENTIAL.” Such information produced by
21 Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as prohibiting a
23 Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to produce
25 a Non-Party’s confidential information in its possession, and the Party is subject to an
26 agreement with the Non-Party not to produce the Non-Party’s confidential
27 information, then the Party shall:

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a reasonably
5 specific description of the information requested; and

6 (3) make the information requested available for inspection by the Non-
7 Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court within 14 days
9 of receiving the notice and accompanying information, the Receiving Party may produce
10 the Non-Party's confidential information responsive to the discovery request. If the Non-
11 Party timely seeks a protective order, the Receiving Party shall not produce any
12 information in its possession or control that is subject to the confidentiality agreement
13 with the Non-Party before a determination by the court. Absent a court order to the
14 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
15 court of its Protected Material.

16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
20 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
21 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
22 unauthorized disclosures were made of all the terms of this Order, and (d) request such
23 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that
24 is attached hereto as Exhibit A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection, the

obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court provided the Court so allows.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person or
3 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
4 where appropriate) all the Protected Material that was returned or destroyed and
5 (2)affirms that the Receiving Party has not retained any copies, abstracts, compilations,
6 summaries or any other format reproducing or capturing any of the Protected Material.
7 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
8 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
10 consultant and expert work product, even if such materials contain Protected Material.
11 Any such archival copies that contain or constitute Protected Material remain subject
12 to this Protective Order as set forth in Section 4 (DURATION).

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3 14. Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or monetary
5 sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: November 13, 2023

BOWMAN AND BROOKE LLP

8
9 BY: /s/ **Paul A. Alarcon**

10 PAUL A. ALARCON

ELENI A. SWANK

DAMION M. YOUNG

Attorneys for Defendants

Hoegger Food Technology, Inc., and

Provisur Technologies, Inc.

13
14 DATED: November 13, 2023

AZIZI LAW FIRM

15
16 BY: /s/ **David Azizi**

17 DAVID AZIZI

Attorneys for Plaintiff

MARIA SOTO

18
19 DATED: November 13, 2023

LEWIS BRISBOIS BISGAARD & SMITH LLP

20 BY: /s/ **Meegan Moloney**

21 MEEGAN MOLONEY

Attorneys for Defendants, CLOUGHERTY

PACKING, LLC; SMITHFIELD FOODS,

22 INC (named as Doe 4); AND SMITHFIELD

23 PACKAGED MEATS CORP. (named as

24 Doe 5)

25
26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27 DATED: November 13, 2023



HONORABLE JEAN P. ROSENBLUTH
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of California
on [date] in the case of *Maria Soto vs. Clougherty Packing, LLC, et al.*, Case No. 2:23-
cv-04665.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that
I will not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions of
this Order. I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 Signature: _____
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